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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

**INTEGRATED CREDIT SOLUTIONS, INC., and
LIGHTHOUSE CREDIT FOUNDATION, INC.,**

Defendants.

Case No. _____

**STIPULATED FINAL
JUDGMENT RE
INTEGRATED CREDIT
SOLUTIONS, INC.**

Judge: Honorable Robert
O'Farrell
Dept.: 14

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SUPERIOR COURT OF CALIFORNIA
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THE PEOPLE OF THE STATE OF CALIFORNIA,

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INTEGRATED CREDIT SOLUTIONS, INC., and
LIGHTHOUSE CREDIT FOUNDATION, INC.,

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Case No. _____

**STIPULATED FINAL
JUDGMENT RE
INTEGRATED CREDIT
SOLUTIONS, INC.**

Judge:
Dept.:

It appearing to this Court that Plaintiff, the People of the State of California, by and through the Attorney General and the District Attorneys for the Counties of Monterey and Santa Clara, and Defendant Integrated Credit Solutions, Inc. (hereafter “ICS”) have resolved the matters in controversy between them and have stipulated to entry of this Stipulated Final Judgment Re Integrated Credit Solutions, Inc. (hereafter the “Judgment”), and good cause having been shown, now therefore, the Court:

ORDERS, ADJUDGES AND DECREES:

1. For purposes of the above titled action only, this Court has jurisdiction over the subject matter of the People’s complaint and has personal jurisdiction over the parties hereto and the parent corporation of ICS as to the acts alleged in the Complaint, venue is proper, and this Court has jurisdiction to enter this Judgment.
2. Nothing in this Judgment shall be construed as evidence or an admission by ICS of any act or violation of law or of any liability, nor shall compliance with the Judgment constitute or be

1 construed as any evidence or an admission by ICS of any fact, issue of law, or violation of law.
2 Nothing in this Judgment shall prejudice, waive or impair any right, remedy or defense that the
3 parties may have as to each other in any other or further legal proceedings unrelated to these
4 proceedings and unrelated to the facts alleged in the Complaint.

5 Injunctive Relief

6 3. Pursuant to Business and Professions Code sections 17203 and 17535, ICS, its parent,
7 subsidiary or affiliated entities, and successors in interest acting through any of their principals,
8 officers, directors, employees, agents or representatives and all persons, corporations, and other
9 entities acting in concert with or at the direction of ICS with actual or constructive knowledge of this
10 Judgment (collectively “ICS parties”), are permanently enjoined and restrained from engaging in
11 or performing, directly or indirectly, any of the following:

12 A. Promoting to, advertising to or soliciting California consumers to sign up for
13 any debt management plan or debt settlement plan offered by any client of ICS, unless
14 ICS has confirmed with the California Department of Corporations that the client: (1) has
15 a California prorate license, or (2) has complied with Section 12104 of the California
16 Financial Code by submitting the materials required of nonprofit community service
17 organizations (“NCSO”) offering credit counseling, debt management or debt settlement
18 services in California.

19 B. Soliciting, charging or accepting any money from California consumers directly
20 payable to ICS in connection with any credit counseling, debt management or debt
21 settlement services offered by ICS’s NCSO clients, whether the money is characterized
22 as an enrollment fee, payment for goods or services, or otherwise. This prohibition shall
23 not prevent ICS from being paid by its NCSO clients for services rendered to promote,
24 advertise or solicit the clients’ credit counseling, debt management or debt settlement
25 services.

26 C. Soliciting or assisting its NCSO clients to collect from California consumers
27 enrolling in a debt management plan or debt settlement plan any monies in excess of
28 those permitted by Section 12104(d) of the California Financial Code, whether such

monies are characterized as fees, charges, donations, contributions or otherwise.

D. Soliciting or assisting its NCSO clients to require California consumers to use or purchase additional ancillary services in order to participate in a debt management or debt settlement plan, in violation of Section 12104(n)(6) of the California Financial Code.

E. Communicating by artificial or pre-recorded voice recordings to California consumers where one purpose of such phone message is to solicit money payable directly to ICS, or any related for-profit entity, unless the entity to which the money is payable has an established business relationship with that California consumer or prior consent has been given by that California consumer.

F. Failing to comply with the requirements of any applicable federal or California law relating to artificial or pre-recorded voice recordings, including, but not limited to, Section 227 et seq. of Title 47 of the United States Code and Section 1770(a)(22) of the California Civil Code.

G. Making outbound telemarketing calls to California residents to solicit the sale of goods or services on behalf of itself or clients without clearly and affirmatively revealing at the time of the initial contact, and before making any other statement, except for a greeting, or asking the prospective buyer any other questions, that the purpose of the contact is to effect a sale and stating: (1) the identity of the caller making the solicitation; (2) the trade name of the person represented by the caller making the solicitation; and (3) the kind of goods or services being offered for sale.

H. Disseminating or causing to be disseminated, directly or indirectly, untrue or misleading statements, including but not limited to any statement that:

i. a person was previously sent an approval letter or other written communication from or on behalf of ICS or its client, unless such a statement is true and is not misleading;

ii. a person has been “approved” for a credit counseling or debt management program unless that person actually has been approved by the entity providing the credit counseling or debt management that ICS is

1 marketing;

2 iii. a certain interest rate (e.g., “as low as” 1.5%, 5.5% or 6.5%) will
3 or may apply to a person’s debt to be repaid through a credit counseling or
4 debt management program, unless: (A) ICS can substantiate, at the time of
5 the representation, that the claimed interest rate (or a lower rate) will
6 specifically apply to the debt of that prospective client; and (B) the claimed
7 rate is actually applied to that client’s debt upon enrollment in the credit
8 counseling or debt management plan;

9 iv. the interest rates on a person’s debt to be repaid through a debt
10 management program can be reduced “by their next billing cycle,” unless:
11 ICS has adequate information to substantiate, at the time of the
12 representation, the statement is true and not misleading;

13 v. any consideration paid to ICS or its NCSO clients for the purpose
14 of credit counseling, debt management or debt settlement services is tax-
15 deductible;

16 vi. any consideration paid to ICS or its client by persons enrolled in a
17 debt management plan represents the amount needed or used to pay for bank
18 fees or wire transfer fees, unless, at the time such representation is made,
19 ICS has adequate information to substantiate that such a statement is true
20 and is not misleading;

21 vii. any consideration solicited for credit counseling, debt
22 management or debt settlement services is the amount permitted by law
23 unless, in fact, that consideration is within the limits set by the California
24 Financial Code § 12000 et seq.;

25 viii. any credit counseling or debt management service or product is
26 “free,” or some similar term, or that any initial fee or enrollment fee is fully
27 refundable, without: (a) clearly, conspicuously and simultaneously
28 disclosing at the outset of the offer all material terms and conditions required

1 to obtain reimbursements of such fees; (b) disclosing the same in writing;
2 and (c) being able to substantiate at the time of the representation that
3 refunds are promptly paid upon satisfaction and completion of all material
4 terms and required conditions; and

5 ix. a person's creditors require the purchase of any materials,
6 including the "Money Matters" materials, or payment of any money other
7 than that allowed by section 12104 of the California Financial Code, in order
8 to enroll in any credit counseling, debt management or debt settlement
9 services provided by ICS's NCSO clients.

10 I. Failing to disclose, to timely disclose, or to clearly and conspicuously disclose
11 in live telephone conversations with California consumers on behalf of its NCSO
12 clients, the following information:

13 i. if ICS goes beyond the intaking of a consumer's information, to
14 describe the debt management plan's procedures or benefits, it shall disclose:
15 (a) the amount of any fees and contributions to be paid up front and on a
16 periodic basis by the California consumer to the NCSO in order to
17 participate in the credit counseling or debt management plan; (b) that credit
18 cards must be canceled in order to participate (if such is the case); and (c)
19 that there can be a 30 day or longer time delay before interest rates may be
20 reduced or penalties or charges may be eliminated through the program; and

21 ii. if ICS proposes a schedule for the debt management program: it
22 shall disclose the total of such fees and contributions over the life of the
23 program being offered (i.e., multiplying the monthly monetary consideration
24 by the number of months in the proposed program) and all material terms,
25 conditions and limitations of the credit counseling or debt management
26 program being offered;

27 iii. if ICS states any estimate of savings or other monetary benefits of
28 participation in the debt management program: it shall disclose whether the

monetary consideration in paragraph 3.I.i. above has been accounted for in such estimate; and

iv. if ICS makes any comparisons between the credit counseling or debt management program and paying the debt without participation in such program: it shall disclose all material assumptions employed with respect to paying debts without the program, including (if applicable) any assumption about the level of monthly payments.

J. Selling any product or service to California consumers by telephone unless ICS complies with Section 1689.6 of California's Civil Code.

Restitution

4. Pursuant to Business and Professions Code sections 17203 and 17535, ICS shall pay restitution in the amount of \$1,020,460.00, in the manner described herein:

A. The following terms are defined as follows:

i. "Settlement Administrator" means the independent firm of Charles Bell, CPA, whose services shall be paid for by ICS.

ii. "Restitution Trust Account" means the trust account opened by the Settlement Administrator for the benefit of consumers entitled to restitution under this Judgment, to which ICS's payments set forth in Paragraph 4.C. below shall be transferred by the Attorney General's Office, and from which the Settlement Administrator shall issue payments of restitution.

iii. "Up Front Fees" means any monies paid to ICS by California consumers in order to enroll in a debt management program with Lighthouse Credit Foundation, Inc. ("Lighthouse") and/or to purchase ancillary goods or services from ICS in conjunction with participating in Lighthouse's program.

iv. "Refund" means a repayment prior to July 1, 2004, by ICS or Lighthouse to the consumer of any amount collected from the consumer by ICS.

v. "California Customer" means a person who had a California

1 mailing address, based upon the available records of ICS and LCF as of July
2 1, 2004, at the time such person paid Up Front Fees to ICS in connection
3 with ICS's introduction of such person to Lighthouse for its debt
4 management program and who has not received a Refund.

5 vi. "Active California Customer" means a California Customer who is
6 continuing to make monthly payments to the debt management account
7 being serviced by Lighthouse as of July 1, 2004.

8 vii. "Inactive California Customer" means a California Customer who
9 ceased participation in a debt management plan serviced by Lighthouse prior
10 to July 1, 2004.

11 viii. "Spreadsheet A" means the confidential spreadsheet (in that it
12 contains, to the extent known by ICS and supplemented by Lighthouse,
13 consumers' private information) that, as of July 1, 2004 contains the
14 following information for every Inactive California Customer: (a) full name;
15 (b) last known address; (c) telephone number; (d) Social Security number;
16 and (e) amount paid in Up Front Fees to ICS. Spreadsheet A shall be in
17 Microsoft Excel format and in a form that can be sorted in ascending or
18 descending order by any of the categories of information contained therein.
19 The total amount of ICS's payments to the Restitution Trust Account set
20 forth in paragraph 4.B. below is based on the information provided in
21 Spreadsheet A.

22 ix. "Spreadsheet B" means a confidential spreadsheet (in that it
23 contains, to the extent known by ICS and supplemented by Lighthouse,
24 consumers' private information) that, as of July 1, 2004 contains every
25 Active California Customer's: (a) full name; (b) last known address; (c)
26 telephone number; (d) Social Security number; (e) amount paid in Up Front
27 Fees to ICS. Spreadsheet B shall be in Microsoft Excel format and in a
28 form that can be sorted in ascending or descending order by any of the

1 categories of information contained therein.

2 B. Within thirty days (30) from the entry of this Judgment, the Settlement
3 Administrator shall open the Restitution Trust Account with a California Bank or
4 financial institution acceptable to the People. The Settlement Administrator shall be
5 the sole Person authorized to issue drafts on the Restitution Trust Account and shall do
6 so only in accordance with the terms of this Judgment.

7 C. ICS shall deliver to the California Department of Justice, Office of the
8 Attorney General, 455 Golden Gate Avenue, Suite 11000, attn. David Zonana, San
9 Francisco, California 94102-7004, certified or bank checks or checks drawn on ICS's
10 account, made out to the "Attorney General's Office" or "the State of California"
11 totaling \$1,020,460.00, in accordance with the following schedule:

12 i. On entry of judgment, ICS shall deliver a check for \$150,000.00;

13 ii. On or before, September 15, 2004, ICS shall deliver a check for
14 \$150,000.00;

15 iii. On or before October 20, 2004, ICS shall deliver a check for
16 \$150,000.00;

17 iv. On or before November 17, 2004, ICS shall deliver a check for
18 \$150,000.00;

19 v. On or before December 17, 2004, ICS shall deliver a check for
20 \$150,000.00;

21 vi. On or before January 19, 2005, ICS shall deliver a check for
22 \$150,000.00; and

23 vii. On or before February 18, 2005, ICS shall deliver a check for
24 \$120,460.00.

25 D. The Attorney General's Office shall deposit each check referenced in
26 paragraph 4.C. above in accordance with its normal practice for receiving payments of
27 restitution and issue a check to the Settlement Administrator in the same amount as the
28 check received from ICS, which the Settlement Administrator shall deposit into the

1 Restitution Trust Account within one business day from the date of receipt.

2 E. Any and all checks issued by the Settlement Administrator shall indicate that
3 they are valid for a period of 90 days after issuance and thereafter become void.

4 F. The Settlement Administrator shall issue restitution checks in the amount of
5 \$140.00 to each Inactive California Customer, as outlined below. The Settlement
6 Administrator shall mail restitution checks by first class United States mail and shall
7 include a copy of the letter attached hereto as Exhibit A. The Settlement
8 Administrator shall draft and mail the checks in two batches, on or about October 27,
9 2004 ("Batch One") and on or about February 28, 2005 ("Batch Two"), using the
10 balance then available in the Restitution Trust Account. Eligible Inactive California
11 Customers shall be paid restitution in order by client number, starting with the lowest
12 client number.

13 G. Within 15 days of any check being returned as undeliverable or expiring (90
14 days after issuance) without being debited against the Restitution Trust Account, the
15 Settlement Administrator shall attempt to determine the current address of the relevant
16 Inactive California Customer by checking the United States Post Office National
17 Change of Address System and requesting updated address information from one of
18 the three national credit bureaus. Where new address information is available, the
19 Settlement Administrator shall re-mail a check to the new address.

20 H. The Settlement Administrator shall establish a toll-free telephone number for
21 use by Inactive California Customers in connection with the Restitution Program. The
22 toll-free telephone number shall be prominently displayed on all correspondence and
23 notices issued by the Settlement Administrator regarding the program.

24 I. If, prior to June 5, 2005, any California resident provides written
25 documentation to the Settlement Administrator, ICS or counsel for the People showing
26 to the reasonable satisfaction of any of the above, that said California resident is an
27 Inactive California Customer that did not receive a restitution check (whether or not
28 said individual is listed on Spreadsheet A), the Settlement Administrator shall on his

own, or at the direction of ICS or counsel for the People, issue a check for \$140.00 in restitution to said California resident.

J. On December 15, 2004, March 30, 2005, and June 5, 2005, the Settlement Administrator shall provide to the parties an accounting of the checks cashed, checks returned as undeliverable, checks expired without being cashed, including an updated version of Spreadsheet A, reflecting for each Inactive California Customer the status of their restitution payment. Copies of canceled checks shall be made available if requested by counsel up until one year after entry of this Judgment.

K. On July 6, 2005, any remaining balance of the \$1,020,460.00 in the Restitution Trust Fund that has not been paid to Inactive California Customers shall be distributed as follows:

i. One half shall be deemed to be civil penalties. Settlement Administrator shall pay these civil penalties in three equal amounts by bank checks made payable to "The Attorney General for the State of California", the "County of Monterey" and the "County of Santa Clara" and delivered by express mail to the counsel for the People (Attn. David Zonana, Attorney General's Office, Consumer Law Section, 455 Golden Gate Ave., Ste. 11000, San Francisco, CA 94109; Attn. Denine Guy, Monterey County District Attorney's Office, 1200 Aguajito Road, Room 301, Monterey, CA 93940; and Attn. Robin Wakshull, Santa Clara County District Attorney's Office, 70 West Hedding Street, W. Wing, San Jose, CA 95110). Settlement Administrator shall copy ICS with the transmittal correspondence, and copies of any enclosure, tendered herein.

ii. One half shall be deemed to be *cy pres* restitution for the purpose of enhancing the investigation, prosecution, and enforcement of consumer protection actions brought pursuant to the unfair competition statutes of the State of California (Business and Professions Code section 17200 et seq.) by the California Attorney General, district attorneys, and city attorneys

1 authorized to bring such actions pursuant to Business and Professions Code
2 section 17206. Settlement Administrator shall pay said *cy pres* restitution to
3 the Consumer Protection Prosecution Trust Fund previously created by the
4 Stipulated Final Judgment and Permanent Injunction, filed on September 21,
5 1989, in the case of *People v ITT Consumer Financial Corporation*
6 (Alameda County Superior Court case number 656038-0) and deliver the
7 check by express mail to Robin Wakshull, Santa Clara County District
8 Attorney's Office, 70 West Hedding Street, W. Wing, San Jose, CA 95110.
9 Settlement Administrator shall copy ICS with the transmittal
10 correspondence, and copies of any enclosure, tendered herein.

11 L. ICS and/or the Settlement Administrator shall meet and confer with counsel
12 for the People as reasonably required to monitor and audit the Restitution Program
13 properly. Problems which arise concerning the implementation of the Restitution
14 Program may be resolved by agreement between the parties without further Court
15 order. In the event a dispute arises that cannot be resolved between the parties, any
16 party may petition the Court for resolution.

17 5. ICS remains obligated to fully refund all Up Front Fees to Active California Consumers
18 listed in Spreadsheet B, should those consumers satisfy the terms of the Completion Certificate
19 provided to them by ICS or Lighthouse.

20 6. Active California Customers who choose to end their participation in Lighthouse or its
21 successor administrator's debt management program, whether being administered by Lighthouse
22 or a successor, without satisfying the terms of their completion certificate shall be entitled to
23 receive restitution, by a wire transfer or check, in the amount of \$140.00 from ICS. ICS may
24 accomplish this payment by authorizing Lighthouse or its successor administrator to make the
25 payment to the customer and shall thereafter permit Lighthouse or its successor administrator to
26 deduct amounts paid pursuant to this paragraph and reasonable costs of administration from
27 Lighthouse's or its successor administrator's next monthly payment to ICS, or ICS may
28 promptly make such payment to such person after receiving notice of such person's termination

1 from Lighthouse or its successor administrator.

2 7. On entry of this Judgment, in order to ensure full payment of all amounts due and owing
3 pursuant to this Judgment, the People shall have an unencumbered first security interest in all
4 future monthly fee payments due from Lighthouse to ICS that, pursuant to paragraph 15(a) of the
5 Program Promotion and Call Center Support Agreement dated May 23, 2002, are based on the
6 payment of monthly administrative fees by debt management clients enrolled by ICS with
7 Lighthouse prior to February 1, 2003. On entry of this Judgment, ICS shall execute a Security
8 Agreement and shall cooperate in the filing of a UCC Financing Statement memorializing the
9 People's security interest, which will be filed with the Secretary of State of Florida and the
10 Secretary of State of California. On failure of ICS to make any of the payments set forth in the
11 sub-paragraph of 4.C. and 9, herein, the total amount owed under paragraph 4.C. (\$1,020,460.00)
12 and 9, less any payments previously made pursuant to those paragraphs, shall become due and
13 payable immediately, and the People may immediately exercise and execute upon their rights
14 under this Judgment and the Security Agreement.

15 8. The People's security interest shall be discharged on ICS's completion of its payments
16 under paragraphs 4.C. and 9 of this Judgment, and the People shall promptly file a UCC
17 Termination Statement with the Secretary of State of Florida and the Secretary of State of
18 California with respect thereto.

19 Civil Penalties, Costs and Fees

20 9. On entry of this Judgment, pursuant to Business and Professions Code sections 17536
21 and 17206, ICS shall pay \$225,000.00 in civil penalties and \$125,000.00 as reimbursement of
22 costs of investigation and prosecution. The money shall be allocated and paid as follows:

23 A. \$112,500.00 shall be allocated as civil penalties to the County of Santa Clara;
24 \$112,500.00 shall be allocated as civil penalties to the County of Monterey;
25 \$116,666.66 shall be allocated as reimbursement of costs to the Attorney General of
26 the State of California; \$4,166.67 shall be allocated as reimbursement of costs to the
27 County of Santa Clara; and \$4,166.67 shall be allocated as reimbursement of costs to
28 the County of Monterey.

1 B. ICS shall make payment as follows: two certified, bank or cashiers checks in
2 the amount of \$100,000.00, one made out to the County of Santa Clara and one made
3 out to the County of Monterey; \$300,000.00 to be paid by a single certified, bank or
4 cashier's check to the State of California on entry of judgment, the State shall in turn
5 disburse \$16,166.66 to the County of Santa Clara and \$16,166.67 to the County of
6 Monterey (to be allocated by those offices pursuant to Paragraph 9.A. above), and
7 \$150,000.00 to the Settlement Administrator (as ICS's first installment of restitution
8 pursuant to paragraph 4.C.i. above), with the remaining \$116,666.66 to be allocated
9 towards the State's costs.

10 10. ICS shall pay all court costs associated with its appearance in this action. Except as
11 otherwise set forth in this Judgment, each party to this Judgment shall bear its own costs and
12 expenses of litigation.

13 Other Provisions

14 11. For the purpose of ensuring compliance with the injunctive provisions of the Judgment,
15 ICS shall do the following:

16 A. Within five business days of entry of this Judgment, ICS shall provide a copy
17 of this Judgment to each of its current officers and directors, and for a period of three
18 years from entry of this judgment, shall provide a copy of this Judgment to any new
19 officers and directors within five days of their commencement of such duties;

20 B. ICS shall obtain from each person covered in Paragraph 11.A. above, a signed
21 Acknowledgment that states that the person has received and read a copy of this
22 Judgment and that he/she, as an officer or director of the company, shares
23 responsibility for instructing, training and monitoring all employees engaged in the
24 solicitation of credit counseling, debt management or debt settlement services to
25 California residents to ensure that they comply with the injunctive terms of this
26 Judgment. The Acknowledgment shall legibly state the name, position or job title,
27 address and telephone number of the officer or director. The signed Acknowledgment
28 shall be returned to ICS management within three days of receipt.

1 C. ICS shall maintain the original Acknowledgment for a period of three years
2 from the date of execution of the Acknowledgment and, upon 48 hours written notice,
3 shall make the Acknowledgments available for inspection and copying by counsel for
4 the People.

5 12. The parties have stipulated to this Judgment notwithstanding their disagreement on the
6 merits of this case and material issues relating to the allegations contained in the Complaint.
7 This Judgment constitutes a full and final resolution of all claims raised in the Complaint arising
8 out of the facts alleged therein with regard to conduct by ICS.

9 13. The consent of the People's representatives to this Stipulated Final Judgment is
10 expressly premised upon the truthfulness, accuracy, and completeness of the data and other
11 information concerning ICS's financial condition, and ICS's advertising and sales of
12 Lighthouse's credit counseling and debt management programs within California that were
13 provided by Defendant to counsel for the People during the course of this investigation. Counsel
14 for the People have relied upon this data and the documents in negotiating and agreeing to the
15 terms of this Stipulated Final Judgment, and Defendant certifies that it has provided all such data
16 in good faith and believes to the best of its knowledge that such data is accurate in all material
17 respects at the time all such data has been provided.

18 14. Based upon the representations and stipulations of the parties in this case, the Court
19 finds that this Stipulated Final Judgment was entered into in good faith, and is, in all respects,
20 fair, just, and equitable resolution of the People's complaint as it relates to ICS's conduct alleged
21 in the complaint herein.

22 15. Other than an action to enforce or collect on this Judgment, this Judgment shall bar
23 plaintiff from bringing any further civil action against ICS arising out of or based on the conduct
24 alleged in the Complaint pertaining to ICS's marketing of Lighthouse Credit Foundation's debt
25 management services and ICS's sale of Money Matters Toolkit or enrollment services in
26 conjunction with Lighthouse's credit counseling and debt management programs, which conduct
27 occurred prior to the date of entry of this Judgment.

28 16. Neither the ICS parties nor anyone acting on their behalf shall state or imply or cause to

1 be stated or implied that the Attorney General, the District Attorneys of Monterey or Santa Clara
2 County, or any state agency or officer has approved, sanctioned, or authorized any practice, act
3 or conduct of the ICS parties.

4 17. Nothing in this Judgment shall be construed as relieving the ICS parties of their
5 obligation to comply, or prohibit the ICS parties from complying, with all applicable state and
6 federal laws, regulations or rules, nor shall any of the provisions of this Judgment be deemed to
7 be permission to engage in any acts or practices prohibited by such law, regulation, or rule.

8 18. This Court shall retain jurisdiction over this matter for the purposes of enabling any
9 party to this Judgment to apply to the Court at any time, and after serving notice to all other
10 parties, for such further orders and directions as might be necessary or appropriate for the
11 construction or carrying out of this Judgment, for modification of the injunctive provisions of
12 this Judgment, and for the People to apply at any time for enforcement of any provisions of this
13 Judgment and for punishment for any violation of this Judgment.

14 19. This Judgment shall take effect immediately upon entry by the clerk, and the clerk is
15 ordered to enter this Judgment forthwith.

16
17 DATE: August 26, 2004

Robert O'Farrell
JUDGE OF THE SUPERIOR COURT